

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFECT TIMING, INC.	FORMERLY LHI ENTERPRISES, INC.	02/22/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	2 North Lake Avenue, Suite 440		
Internal Address:	c/o PNC Business Credit		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91101		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3223080	JOURNALS FOR LIFE	
Registration Number:	3223043	JOURNAL PLUS	
Registration Number:	3223001	LISTMAKER	
Registration Number:	3574356	PLAN - IT	
Registration Number:	3022827	AVALANCHE PUBLISHING	
Registration Number:	3022826	NOTE NOOK	
Registration Number:	3108495	FILE · IT	
Registration Number:	2885518	GIRL THING	
Registration Number:	3155419	MOM'S PLAN-IT	
Registration Number:	3209531	LANG	
Registration Number:	2878494	BOB'S BOXES	
Registration Number:	2953180	AUGUST MOON	
Registration Number:	2711308	DOOR COUNTY CANDLE CO.	

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Registration Number:	3197642	SHREDDED WORDZ
Registration Number:	3613616	WELLS STREET BY LANG
Registration Number:	3610096	WELLS STREET
Registration Number:	3644895	TL TURNER LICENSING
Registration Number:	3644894	TURNER LICENSING
Registration Number:	3146620	BLOOMIN' BUDDIES
Registration Number:	2920421	LANG
Registration Number:	2978498	AUGUST MOON
Serial Number:	77771305	SCOREBOARD PUBLISHING
Serial Number:	77771259	SUN RIVER PUBLICATIONS
Serial Number:	77294797	TURNER LICENSING
Serial Number:	77294905	TL TURNER LICENSING
Serial Number:	77918163	PERFECT TIMING
Serial Number:	77918185	PERFECT TIMING

#### CORRESPONDENCE DATA

Fax Number: (213)830-8743

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 213.680.6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: Kimberley A. Lathrop

Address Line 1: Bingham McCutchen LLP

Address Line 2: 355 South Grand Avenue

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3008309.344135
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	02/23/2010

#### Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 22nd day of February, 2010, by PERFECT TIMING, INC. (f/k/a LHI Enterprises, Inc.) ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of February 22, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor, the financial institutions from time to time party thereto (the "Lenders"), and Agent, the Lenders agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance to the Secured Parties of the Secured Obligations, Grantor hereby grants to Agent, for the benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of the trademarks, trademark applications, service marks and trade names that are owned by Grantor and constitute Collateral and associated goodwill (collectively, "Trademarks"), including those U.S. trademark registrations and U.S. trademark applications referred to on Schedule I hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark.

3. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain ownership of any new Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor

shall give prompt notice in writing to Agent with respect to any new U.S. trademark registrations or U.S. trademark applications included in such new Trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new U.S. trademark registrations or U.S. trademark applications owned by Grantor (to the extent provided in the Credit Agreement). Except as expressly permitted by the immediately preceding sentence, Agent may not unilaterally modify this Trademark Security Agreement and neither this Trademark Security Agreement nor any portion or provisions hereof may be modified or amended in any manner other than by an agreement in writing, signed by Grantor and Agent. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein).

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Grantor and Agent have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

PERFECT TIMING, INC.,  
a Delaware corporation

By: 

Name: LAURIE GILNER

Title: PRESIDENT

AGENT:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: Thomas Hayes  
Name: Thomas Hayes  
Title: V.P.

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Applications

<b>Description of Trademark</b>	<b>Application/ Registration Number</b>	<b>Application/ Registration Date</b>
JOURNALS FOR LIFE®	3223080	3/27/2007
JOURNAL PLUS®	3223043	3/27/2007
LISTMAKER®	3223001	3/27/2007
PLAN - IT®	3574356	2/17/2009
AVALANCHE PUBLISHING®	3022827	12/6/2005
NOTE NOOK®	3022826	12/6/2005
FILE IT®	3108495	6/27/2006
GIRL THING®	2885518	9/21/2004
MOM'S PLAN-IT®	3155419	10/17/2006
LANG AND DESIGN®	3209531	2/13/2007
BOB'S BOXES®	2878494	8/31/2004
AUGUST MOON®	2953180	5/17/2005
DOOR COUNTY CANDLE CO. ®	2711308	4/29/2003
SHREDDED WORDZ®	3197642	1/9/2007
WELLS STREET BY LANG®	3613616	4/28/2009
WELLS STREET®	3610096	4/21/2009
TL TURNER LICENSING®	3644895	6/23/2009
TURNER LICENSING®	3644894	6/23/2009
BLOOMIN' BUDDIES®	3146620	9/19/2006

LANG®	2920421	1/25/2005
AUGUST MOON & DESIGN®	2978498	7/26/2005
SCOREBOARD PUBLISHING	77771305	6/30/2009
SUN RIVER PUBLICATIONS	77771259	6/30/2009
TURNER LICENSING	77294797	10/3/2007
TL TURNER LICENSING	77294905	10/3/2007
PERFECT TIMING	77/918163	1/22/2010
PERFECT TIMING	77/918185	1/22/2010

Schedule I to Trademark Security Agreement

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**RECORDED: 02/23/2010**

**TRADEMARK**  
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